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be more honorable to flee, when consistent with safety, than to kill; and it is not always cowardly, in resisting the impulses of the native blood, to be too proud to fight.

Although the doctrine that the dwelling house may be a fortress of defense is perhaps a survival from feudal times, it is firmly imbedded in our law to-day. But it is submitted that the extension of this exception to the "duty-to-retreat" rule to cover the place of business has been unwise, and should be strictly limited. In a sparsely settled country it is indeed monstrous that a man should be forced to flee from his home, but under conditions of average city life to-day there is less justification for the "castle" doctrine; and the conception of one being forced to run from his office or saloon rather than kill an assailant fails to shock excessively. It is rather more shocking to contemplate the possibility of the rule as to the duty to retreat being eaten up by the exception. Therefore, the Alabama decision is commendable in limiting the asserted right of one who is attacked to stand his ground at all costs.

RECENT CASES

ADMIRALTY — TORTS — APPLICATION OF GENERAL AVERAGE TO LIABILITY FOR A TORT COMMITTED IN SAVING THE SHIP. — The plaintiff's ship was in imminent danger of sinking, and the master was obliged to run her against a dock, as an alternative to running her aground, which would probably have involved even greater loss. The plaintiffs, having been forced to pay for the damage to the dock, now sue the owners of the cargo for a general average contribution to this payment. *Held*, that they may recover. *Austin Friars Steamship Co. v. Spillers & Baker*, [1915] 3 K. B. 586.

General average includes only the expenses incurred as a result of a voluntary act of the master in saving the ship or cargo from extraordinary perils. See *The Star of Hope*, 9 Wall. (U. S.) 203, 228. The tendency of the courts is to give large latitude to the master's judgment, provided only he acts reasonably in the emergency. *Shepherd v. Kottgen*, 2 C. P. D. 578; *Norwich & N. Y. Transportation Co. v. Insurance Co. of North America*, 118 Fed. 307. And a contribution is allowed for even consequential results of a general average act. Thus contribution was allowed for the losses of an unadvantageous sale of cattle forced by the entering of a quarantined port for repairs. *Anglo-Argentine, etc. Agency v. Temperley Shipping Co.*, [1899] 2 Q. B. 403. And where water used to extinguish a fire caused the grain in the cargo to swell, a general average contribution was allowed for damage thereby resulting to the ship. *Lee v. Grinnell*, 5 Duer (N. Y.) 400, 427. It is clear, therefore, that the tort liability in the principal case was a proper subject of general average. The case also involves a contribution between joint tortfeasors, since the master acted as agent of the owners of both the ship and cargo. *Anglo-Argentine, etc. Agency v. Temperley Shipping Co.*, *supra*, 409. See *Ralli v. Troop*, 157 U. S. 386, 420. Such a contribution is generally allowed in admiralty. See *The Sterling & The Equator*, 106 U. S. 647. See 24 HARV. L. REV. 150. Even at

UND AUSLÄNDISCHEN STRAFRECHTS, 303-327. The common-law point of view is well expressed by Blackstone: "And though it may be cowardice in time of war between two independent nations to flee from an enemy, yet between twofellow subjects the law countenances no such point of honor." 4 BL. COM. 185.

common law contribution is allowed between the co-principals of an agent who has made them liable for a tort, unless the principals were personally culpable. *Wooley v. Batte*, 2 C. & P. 417; *Ankeny v. Moffett*, 37 Minn. 109, 33 N. W. 320.

AGENCY — SCOPE OF AGENT'S AUTHORITY — ENLARGEMENT OF AUTHORITY IN EMERGENCY — RAILROAD'S LIABILITY TO PHYSICIAN EMPLOYED BY AGENT TO ATTEND INJURED TRESPASSER. — The defendant's station agent engaged the plaintiff to attend a man who had been seriously injured by one of defendant's trains. The plaintiff had rendered first aid when he was notified that defendant would not be liable for medical attendance on the injured man who had been found to be a trespasser. The plaintiff now sues to recover for services rendered both before and after the notification. *Held*, that he may recover for the first-aid services only. *Bryan v. Vandalia R. Co.*, 110 N. E. 218 (Ind.).

It has sometimes been held that a station master has authority to bind the railroad to a physician only when the injured person has a cause of action against the company for the injury. *Union Pacific Ry. Co. v. Beatty*, 35 Kan. 265, 10 Pac. 845. The physician must, therefore, guess the railroad's liability at his peril. Elsewhere the rule has been stated that the servant's authority is never sufficient to bind the railroad to a contract for attendance on an injured trespasser. *Mills v. International, etc. R. Co.*, 41 Tex. Civ. App. 58, 92 S. W. 273; *Adams v. Southern R. Co.*, 125 N. C. 565, 34 S. E. 642. But in some jurisdictions the servant has emergency authority, during the interval between the injury and the discovery of the causes, to contract in the name of the railroad for whatever may lessen damages in case it is later found liable. *Bonnette v. St. Louis, etc. Ry. Co.*, 87 Ark. 197, 112 S. W. 220; *Terre Haute, etc. Co. v. McMurray*, 98 Ind. 358; *Cincinnati, etc. R. Co. v. Davis*, 126 Ind. 99, 25 N. E. 878. As the imposition by law of an emergency authority can best be supported on the theory that a railroad would normally desire its agents to have power to guard it from injury in unforeseeable contingencies where the fact that authority was not given would not imply that authority was denied, the latter rule seems most sound. But when liability is no longer threatened and the company's interest no longer at stake, there is nothing to support an implied authority. And with no just grounds of implication, the law should not force the company to authorize acts it has no duty to perform.

ATTACHMENT — EFFECT OF ATTACHMENT — APPEARANCE — FILING OF FORTHCOMING OR REPLEVY BOND. — In a foreign attachment proceeding, the non-resident defendant, who did not enter the jurisdiction, secured the release of the property by giving a bond with sureties for its return. *Held*, that there was not such an appearance as to justify judgment by default against him and his surety, even for the value of the property. *American Surety Co. v. Stebbins, Lawson & Spraggins Co.*, 180 S. W. 101 (Tex.).

When an alien defendant is not in the state, there can be no jurisdiction over his person except by his consent. See DICEY, CONFLICT OF LAWS, 383. But, by an attachment suit, jurisdiction can be had over any property within the state. In such a case there must also be notice, actual or constructive. *Haywood v. Collins*, 60 Ill. 328. See *Walker v. Cottrell*, 6 Baxt. (Tenn.) 257, 274; 1 WADE, ATTACHMENT, § 45. The question of whether the filing of a bond dispensed with the giving of such notice must be largely determined by the particular statute, since without statutory authority there is no jurisdiction *quasi in rem*. *Harland v. United Lines Telegraph Co.*, 40 Fed. 308; *Barber v. Morris*, 37 Minn. 194, 33 N. W. 559. Statutes for constructive service are to be strictly construed. See *McCook v. Willis*, 28 La. Ann. 448, 449; *Greene v. Tripp*, 11 R. I. 424, 425. Now a bail bond, as it is conditioned on paying any judgment recovered, clearly carries consent to the jurisdiction and turns the